

THIS AGREEMENT is made and entered into this _____ day of _____ by and between **DEKALB COUNTY**, a political subdivision of the state of Georgia, (the "County") and **PARK PRIDE, INC.**, a Georgia nonprofit organization ("Park Pride") (collectively the "Parties" or singularly "Party").

WITNESSETH:

WHEREAS, the County operates an extensive park system and wants to encourage and support the involvement of communities surrounding the parks to develop, enhance, and beautify the parks; and

WHEREAS, Park Pride is a Georgia nonprofit organization and has experience providing valuable support to the park system of DeKalb County by receiving private support and funding for parks improvements and funding for its parks programs, operations and improvement.

WHEREAS, based on the ability and experience of Park Pride, the County seeks to enter into an agreement to provide volunteer support services, fund raising services, a Friends of the Park program, park visioning, and coordination of various park programs for the benefit of the County's park system,

WHEREAS, the Governing Authority of DeKalb County finds that Park Pride is deemed a "sole source," as that term is used in the laws relating to bidding on public contracts, in that Park Pride is a unique institution in the metro Atlanta area which has devoted itself to the means and methods of obtaining and focusing volunteer support for the area's park systems, and whereas, to the knowledge of the Board of Commissioners there is no other available contracting party in the area which can provide the kind and level of volunteer coordination services which Park Pride provides:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed between the County and Park Pride as follows:

1. GENERAL PROVISIONS

The following is a list of general provisions to which both Parties will abide throughout the term of this Agreement, including any renewals:

- A. The DeKalb County Department of Recreation Parks and Cultural Affairs ("RPCA") shall maintain a current list of all County-owned parks ("Parks") and shall provide Park Pride with the list, including any updates thereto.
- B. RPCA shall also provide a current list of all approved Master Plans to Park Pride.
- C. Park Pride shall provide RPCA an updated list of participating Friends of the Parks groups.



- D. RPCA shall provide a space where all digital documents (including reports) can be shared. A link to a shared folder will be provided to Park Pride upon execution of agreement.

- E. The County, shall maintain its authority to make all final decisions regarding its Parks, including programming therein, but shall exercise this authority in the spirit of good faith cooperation with Park Pride. RPCA shall advise Park Pride regarding the County's needs and plans for its Parks.
- F. RPCA shall retain its right to determine what work and activities may occur inside of its Parks, and Park Pride shall comply with such determinations.
- G. Any personnel employed by or volunteering on behalf of Park Pride shall be deemed "employees" or "volunteers" respectively of Park Pride and shall not be deemed employees or volunteers of the County. Park Pride shall remain responsible for the supervision, management and control of such employees and volunteers and any payroll, taxation, or other employment obligation incident to their employees' work.
- H. The County and Park Pride shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, physical handicap, sexual orientation, or gender identity in the implementation of this Agreement.
- I. Park Pride shall not assign nor transfer any of the rights set forth in this Agreement without prior written approval from the County.
- J. Park Pride shall maintain records and accounts in connection with the performance of this Agreement that will accurately document all cash and in-kind donations received for Parks, and all expenditures thereof, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this Agreement unless otherwise specified by applicable law. The County or its designated representatives shall have the right to examine and copy the records at all reasonable times, with advance notification. The County reserves the right to audit Park Pride's records solely with respect to the administration and implementation of this agreement. Any such audit will be commenced within three years of the expiration of this Agreement.
- K. The County and Park Pride are not and shall not be deemed to be, for any purpose, joint- ventures with each other.
- L. Park Pride shall notify the RPCA Director or her/his designee by telephone or electronic mail within 24 hours of learning of any event arising from or related to a DeKalb County Park that involves the media, or any event related to or arising from this Agreement that involves the police or fire departments, and/or emergency medical services.
- M. Friends of the Park groups will submit an annual registration to Park Pride for a designated location. If at any time, an individual volunteer or outside group of volunteers is interested in working at a designated park which already has a registered Friends of the Park group, Park Pride shall forward the contact information to RPCA.

- N. Any registered Friends of the Park group utilizing Park Pride as their fiscal sponsor for fundraising activities to benefit a DeKalb County Park shall complete a “Fiscal Sponsorship Account Application” for approval by the County.

2. PARK PRIDE RESPONSIBILITIES

In addition to the responsibilities listed in other sections of this Agreement, Park Pride shall have the following responsibilities:

- A. To coordinate volunteer services countywide for park beautification and maintenance through, Friends of Parks and other similar programs. Volunteer services performed under this agreement shall be limited to the following activities unless otherwise specified by RPCA.
1. Trail maintenance and overall park beautification activities
 2. Comprehensive Park cleanup (trash, vegetative debris etc.)
 3. Invasive species management
- B. To raise private sector funds for Park-related purposes.
- C. Dependent on financial resources, Park Pride shall coordinate, manage, and/or implement elective programs supported by outside funding raised by Park Pride, which includes the Parks & Greenspace Conference, Park Stewardship Academy, roundtables, workshops, as well as other programs as developed by Park Pride from time to time that support community participation in park and recreation services and activation. The park visioning program is also supported in part by Park Pride through its private fundraising efforts.
- D. To provide equipment and materials as available to volunteers, and to coordinate equipment loans through DeKalb tool cache, Park Pride tool cache and appropriate vendors. Park Pride may charge a fee for such loans provided that the fee is clearly identified as a tool bank rental fee, not a fee implemented by or associated with the County.
- E. To encourage and facilitate citizen interest in Parks advocacy, promotion, and improvement, including without limitation through activities that raise public awareness about all Parks, and through Park-related membership programs.
- F. To coordinate, manage, and/or implement Park programming in conjunction with RPCA.
- G. To act as a fiduciary agent on behalf of the County for Park-related programs, projects and initiatives involving financial transactions, but only upon written request by the RPCA Director, and only consistent with the written stipulations and guidelines established by her/him.
- H. Park visioning is a collaborative, consensus-driven process in partnership with RPCA and Friends of Park groups that provides the County with an understanding of community priorities and needs. Vision plans are conceptual plans that identify potential

capital improvements for the entire park and are guided by a steering committee of community representatives. Park Pride shall:

1. Guide communities selected for park visioning through a well-documented series of public engagement and design meetings with graphics, photos, illustrations, and site plans to support the process.
 2. The selection process will take place with RPCA and Park Pride through an application process for eligible Friends of the Park groups. If no Friends of Parks apply for visioning, then RPCA may nominate parks, provided that nominated parks have community participants that form an active steering committee that will become the Friends of Park group prior to the Visioning Plan beginning.
 3. Four DeKalb County Parks shall be selected by Park Pride for Visioning Plans with all four plans being completed by the end of the agreement period.
 4. Park Pride shall submit the plan to RPCA and community representatives for review and comment. Any changes requested during this review process shall be discussed and incorporated prior to presenting the final vision plan.
 5. Upon request, Park Pride shall assist in presenting the visioning's to DeKalb County's, Planning, Economic, Development & Community Services (*PECS*) Committee or Board of Commissioners for official acceptance of the plan as a part of the County process.
 6. Upon adoption of the plan, Park Pride shall provide electronic copies for DeKalb County. Three printed copies will be provided at no cost upon request from RPCA with additional copies provided at a cost of \$60 per copy.
 7. Friends of the Parks groups that are in a visioning process are not eligible for a grant while visioning is underway.
- I. Design consultations with Park Pride's visioning staff are available on a rolling basis to Friends of the Park groups in RPCA's jurisdiction. Design consultations are one-hour site visits with Friends of Park groups to discuss next steps in undertaking a project of interest.
- J. For the avoidance of doubt, none of Park Pride's responsibilities hereunder shall limit or impair Park Pride's activities in projects outside of the County.
- K. Reporting requirements. Park Pride shall submit bi-monthly progress reports coinciding with the bi-monthly RPCA Citizens Advisory Board. Specific reporting requirements will include:
1. Projects scheduled/completed (#, type, location)
 - Volunteer projects
 - Grants
 - Visioning
 2. How project was funded (i.e. in-kind grant)
 3. Number of volunteer hours
 4. Project specific funding raised

In addition to the bi-monthly reporting requirements, annual report detailing how County

funds have been spent shall be given to RPCA no later than 30 days following the end of the fiscal year. Park Pride shall prepare and submit a cost breakdown showing the major expenditures. Reports will include percentage used toward project management costs, administrative costs, personnel costs, and any other costs associated with this agreement. In addition to the annual report, upon request at any time throughout the agreement, RPCA may ask Park Pride for a status update on how County funds have been spent.

3. COUNTY RESPONSIBILITIES

In addition to the responsibilities listed in other sections of this Agreement, the County shall have the following responsibilities:

- A. The County shall pay Park Pride an amount not to exceed \$440,000 for the Park Pride services set forth in this Agreement. Nothing in this Agreement shall preclude the County and Park Pride from entering into other contracts for additional pay by the County, where the additional services provided by Park Pride are outside the scope of the services set forth in this Agreement.
- B. The County also shall provide Park Pride the following items to support Park Pride's implementation of the Volunteer and Friends of the Park programs:
 - 1. Access to a sufficient quantity and type of tools to meet the needs of the Volunteer and Friends of the Park Programs.
 - 2. County-approved signs acknowledging role of RPCA and Park Pride. Signs shall include the name of the adopter, as well as the RPCA logo, Park Pride logo, and the phone number of the Park Pride office within RPCA.
- C. The County also shall provide Park Pride the following items to support Park Pride's visioning program:
 - 1. Access to County GIS data in shapefile or other editable geolocated format for any park receiving visioning services, including utility, aerial photography, topographic contours, parcel data, waterways, impervious surfaces, building footprints, and any other relevant data that may inform the design process.
 - 2. Access to historical plans, surveys, as-builts, and/or construction documentation that may inform the design process.
 - 3. Information on any ongoing, concurrent, or pending capital projects scheduled for implementation in parks that are receiving visioning services, especially if those projects will be implemented during the public engagement period.
 - 4. Timely feedback on draft and final vision plans and reports.
 - 5. An RPCA project manager shall act as a liaison during the visioning process, attend meetings, provide feedback on proposed projects, and raise concerns about proposals that may conflict with County goals and/or processes such that they can be discussed with the community before the final vision plan is issued.

6. Dependent on financial resources, RPCA may at their discretion arrange to distribute public notice of the park visioning effort through the US mail to the neighborhood(s) surrounding the park.

4. OFFICE SPACE OBLIGATIONS

- A. Park Pride shall utilize the County-provided Office Space for Park Pride work. It shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Park Pride shall comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the County-provided Office Space. It shall also comply with all rules, regulations or special stipulations for the use of the County-provided Office Space hereafter adopted by the County and made known to Park Pride, which shall have the same force and effect as the covenants of this Agreement. Park Pride shall be responsible for making certain that its officers, employees, contractors, subcontractors, volunteers, guests, visitors and patrons observe all such rules and regulations.
- B. Park Pride, at its sole cost and expense, shall maintain and repair the County-provided Office Space in good, safe, sanitary, and presentable condition, except that where the cost of a specific act of maintenance and/or repair exceeds \$1,000, and where the County reasonably determines in writing that the need for said maintenance and/or repair does not arise from the conduct of Park Pride, its officers, employees, contractors, subcontractors, volunteers, guests, visitors and/or patrons, the County shall cause said maintenance and/or repair to be performed at no cost to Park Pride. The County's written determination shall be provided to Park Pride and shall set forth the facts supporting the determination. Park Pride shall be given an opportunity to meet with the County and provide evidence refuting the determination within ten business days of receiving the same, in which case the County shall consider Park Pride's evidence and shall issue a final written determination that sets forth the basis, therefore. Park Pride shall notify the County within one week of discovery of any condition in the County-provided Office Space that may require County maintenance and/or repair. Park Pride shall notify the County within twenty- four (24) hours of any condition in the County-provided Office Space that Park Pride believes to be dangerous to health or safety, regardless of whether Park Pride intends to repair the condition itself.
- C. Park Pride shall not permit or allow the County-provided Office Space to be damaged or diminished in value by itself and/or any of its officers, employees, contractors, subcontractors, volunteers, guests, visitors, and patrons, in any manner whatsoever.
- D. Park Pride will make no alterations in or additions to the County-provided Office Space without first obtaining the prior written consent of the County. The ownership of all erections, additions, fixtures, and improvements to the County- provided Office Space, whether temporary or permanent in character (except only the movable office furniture and equipment of Park Pride) made in or upon the office space shall vest with the County upon completion of each erection, addition, fixture and/or improvement, and shall remain in the County-provided Office Space at the conclusion of the term of this Agreement, including any extensions, without compensation to Park Pride, unless otherwise agreed in writing by the RPCA Director.

- E. Park Pride shall not assign or transfer its rights regarding the County-provided Office Space, nor sublease said space.
- F. At the termination of this Agreement, Park Pride shall surrender the County-provided Office Space and keys thereto to the County in the same condition as at the commencement of the term of this Agreement, natural wear and tear excepted.
- G. Upon termination or expiration of this Agreement, including any renewal, Park Pride shall remove all of its property from the County-provided Office Space. If Park Pride does not remove all of its effects from the County-provided Office Space at such time, the County may, at its option, remove all or part of said effects in any manner that the County shall choose and store the same without liability to the County for loss thereof, and Park Pride shall be liable to the County for all expenses incurred in such removal and storage of said effects.
- H. The County shall not be responsible for damage to or loss of Park Pride's property or loss of use of its property through theft or otherwise.
- I. Park Pride shall not encumber its interest in the County-provided Office Space or in any improvements that it places thereon by mortgage, deed or trust, or other instrument without prior written consent of the County. With the exception of said encumbrances which have been consented to by the County, Park Pride shall keep the County-provided Office Space and all improvements thereon free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Park Pride, its officers, employees, volunteers, contractors and/or subcontractors.
- J. The County may enter the County-provided Office Space at reasonable hours to make any repairs or perform any maintenance required of the County under the terms of this Agreement, to inspect the County-provided Office Space to see that Park Pride is complying with all of its obligations hereunder, and for any other use or purpose which the County deems proper and reasonable, provided that the County provides Park Pride with reasonable notice of such entry at least forty-eight (48) hours in advance. The County may enter the County-provided Office Space at any time in the event of an emergency and shall give notice to Park Pride only if reasonably feasible under the circumstances. Entry for business-related or social-related purposes between the County and Park Pride shall not require advance notice.

4. GRANTS AND WORKDAY PROJECTS

- A. For any Capital Improvement Projects, CIP's, which are projects over \$25,000 Park Pride's representative will meet with the Friend's Group and prepare a written plan along with a site plan,

photos, and estimated costs based on the approved Master Visioning Plan for the park to present by the application deadline in September for their intended project. Prior to the on-site meeting, the Friends Group must attend the Grant workshop offered by Park Pride. Once the project is selected by the Friends Group and Park Pride representative, a DeKalb County Project Manager will secure quotes from approved County vendors.

1. The Park Pride representative and Friends Group will prepare a 5-minute presentation which details the project scope, photos, and estimate to RPCA's Director for approval in August. No more than five (5) project proposals may be presented to RPCA during a contract year and a maximum of two (2) projects will be approved.
 2. The RPCA Director will provide a letter of support for the two selected projects. RPCA will also request any matches required from Elected Officials. Both the letter of support from RPCA and the match commitment letters from any County Commissioners must be included within the Application to Park Pride (which is due on September 1 to the number of projects approved and presented may be made by the RPCA's Department Director.
 3. Each project that is approved will receive an acceptance letter from RPCA and the County will enter into an agreement with Park Pride for each project.
 4. Once approved no changes to the scope will be permitted. The project shall comply with all applicable law, including state and local bidding laws. Capital Improvement Projects grant presentations must be in keeping with any approved master plans, exceptions may be made only by County's director. Projects that are not already permitted or require new permitting will not be accepted.
 5. The County will pay all upfront costs for the entire project based on DeKalb County's procurement methods and will then seek reimbursements from Park Pride once the project is completed. Upon receipt of cancelled checks Park Pride will have 30 days to reimburse the County. If procured projects exceed the original estimated approved amount, the project will be cancelled, and Park Pride will be notified.
- A. Any projects less than \$25,000, including Small Change Grants, require a full description of the project, a site plan detailing the projects, a site walk through initially with Park Pride's representative and then with county personnel. All project requests must allow thirty (30) days for review and approval by the department director.
1. Once approved, Small Change Grant projects will be managed by Park Pride with the appropriate registered Friends of the Park group.
 2. Larger projects will require an assigned RPCA PM to collaborate with a Park Pride representative for project management.
 3. If procured projects exceed the original estimated approved amount, the project will be cancelled, and Park Pride will be notified.
 4. If a letter of commitment for the 1:1 match is not included within the application the Friends Group may not apply for a Small Change grant.
 5. Exceptions to the number of projects approved and presented may be made by the RPCA's Department Director. Each project that is approved will receive an acceptance letter from RPCA and the County will enter into an agreement with Park Pride for each project. All projects shall comply with all applicable law, including state and local bidding laws. All projects shall obtain any permits required by federal,

- B. Any specific plan or contract between Park Pride and the County for the accomplishment of a project utilizing donated funds shall contain signed written statements by the donors to the effect that they agree that their donation does not entitle them or any group to preferential treatment or exclusive use of any project result.
- C. All workdays and special events must be approved by the County. A form must be completed describing the workday or event submitted prior to approval. Any requests will be submitted a minimum of fourteen (14) days in advance of the scheduled day. A maximum of three (3) groups will be approved for any given weekend. Approval for all workdays and special events will be based on a first come, first-served basis. If supplies and pickups are requested by RPCA, they must be coordinated at least fourteen (14) days prior to any workday or special event. Any exceptions may be made by RPCA's director.